

1 BILL NO. S-83-11-48

2 SPECIAL ORDINANCE NO. S-25483

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Bercot, Inc., for Contract
392-83, Cook Rd. Industrial Park -
ITT Aerospace Sanitary and Storm
Sewer.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

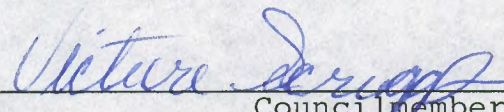
9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne by and through its Board of Public
11 Works and Bercot, Inc., for Contract 392-83, Cook Rd. Industrial
12 Park - ITT Aerospace Sanitary and Storm Sewer, is hereby ratified,
13 and affirmed and approved in all respects. The work under said
14 Contract requires:

15 a sanitary and storm sewer to service the
16 Industrial and Research Center;

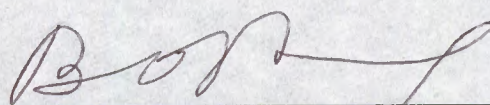
17 the Contract price is One Hundred Thirty-Five Thousand Seven Hun-
18 dred Thirty-Eight and 96/100 Dollars (\$135,738.96).

19 SECTION 2. Prior Approval was received from Council
20 with respect to this Contract on October 4, 1983. Two (2) copies
21 of the Contract attached hereto are on file with the City Clerk,
22 and are available for public inspection.

23 SECTION 3. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26
27 
Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by Scruggs, seconded by Stier, and duly adopted. Read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock ____ M., E.S.T.

DATE: 11-22-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stier, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 12-13-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION). NO. 1254-83 on the 13th day of December, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of December, 1983, at the hour of 1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 15th day of December 1983, at the hour of 3 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-203-21
10/19/83CONTRACT NO. 392-1983

THIS CONTRACT made and entered into in triplicate this 19th day of October, 1983, by and between BERCOT INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Sanitary Sewer

Main Line: Commencing at the northeast corner of section 16, township 31 north, range 12 east; thence west 767.76 feet along the centerline of Cook Road to a point; thence north 40± LF to a proposed manhole #1 located on the north right of way line of Cook Road; thence due south 1505± LF to a proposed manhole #3; thence due east 658± LF to a proposed manhole #1; thence due south 264± LF terminating at an existing manhole located 159± LF west of the centerline of Penn Central Railroad.

Said sewer shall be 15" and 12" in diameter with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Department of Public Works of said City and shall be used for sanitary purposes only.

Storm Sewer

Main Line: Commencing at the northeast corner of section 16, township 31 north, range 12 east; thence west 847.75 feet along the centerline of Cook Road to a point; thence north 35± LF to a proposed manhole #5 located 5± LF south of the north right of way line of Cook Road; thence due south 1570± LF terminating at a proposed headwall.

Said sewer shall be 30", 27", 21", 18", 15" and 12" in diameter, with all appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Office of the Department of Public Works of said City and shall be used for storm water purposes only.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11110, Sheets 1-6 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$135,738.96. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

Sanitary Sewer

15" Sewer Pipe	Eighteen dollars and 58/100	18.58
12" Sewer Pipe	Eighteen dollars and 08/100	18.08
STD Manhole Type I-A	One thousand one hundred dollars and no/100	1,100.00
STD Manhole Type VI-A	One thousand four hundred dollars and no/100	1,400.00
#53 or #73 Compacted Gravel Backfill	Ten dollars and no/100	10.00
9" Plain Concrete Pavement (Remove & Replace)	Forty dollars and no/100	40.00
4" - 12" Field Tile Replacement	Ten dollars and no/100	10.00

Storm Sewer

30" R.C.P. Cl III	Twenty-eight dollars and no/100	28.00
27" R.C.P. Cl III	Twenty-four dollars and 50/100	24.50
21" R.C.P. Cl III	Twenty-one dollars and 08/100	21.08
18" R.C.P. Cl III	Eighteen dollars and no/100	18.00
15" R.C.P. Cl V	Eighteen dollars and no/100	18.00
12" R.C.P. Cl V	Fourteen dollars and 40/100	14.40
STD M.H. Type I-A	One thousand dollars and no/100	1,000.00
STD M.H. Type V-A	Two thousand dollars and no/100	2,000.00
STD M.H. Type II-A (72")	Three thousand dollars and no/100	3,000.00
STD Inlet Type I-C	Four hundred dollars and no/100	400.00
STD Inlet Type IV w/Type 'G'	Five hundred dollars and no/100	500.00
12" Galvanized End Sections	One hundred dollars and no/100	100.00
Special 30" Concrete End Section	One thousand dollars and no/100	1,000.00
#53 or #73 Compacted Gravel/Backfill	Ten dollars and no/100	10.00
9" Plain Concrete Pavement (Remove & Replace)	Forty dollars and no/100	40.00
4" - 12" Field Tile Replacement	Ten dollars and no/100	10.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 392-1983.
- B. Instructions to Bidders for Contract No. 392-1983.
- C. Contractor's Proposal Dated September 28, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11110.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Street Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Right of Way Cut Permit.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Steve Bercot
Steve Bercot, President

BY: W. Dean Bercot
W. Dean Bercot, Secretary -
Treasurer

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Snodgrass
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Stephen A. Bailey
Stephen A. Bailey, Chairman

Betty Collins, Member

Jack Wilson, Sr.
Jack Wilson, Sr., Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1983.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

BERCOT, INC.

(Name of Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and THE WESTERN CASUALTY AND SURETY COMPANY

(Name of Surety)

Fort Scott, Kansas

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an ^{One Hundred Thirty Five Thousand} ~~Seven Hundred Thirty Eight and 96/100~~ Indiana Municipal Corporation in the penal sum of ~~Seven Hundred Thirty Eight and 96/100~~ dollars (\$135,738.96----) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 19th day of October, 19 83, for construction of:

Cook Road Industrial Road - ITT Aerospace Sanitary and Storm Sewer
Resolution No. 392-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11110 Sheets 1-6 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three
(number)

counterparts, each one of which shall be deemed an original, this 19th
day of October, 1983.

ATTEST:

[Signature]
(Principal) Secretary-Treasurer.

[SEAL]

Lois E. Cilone
(Witness as to Principal)

6015 Huguenard Rd
(Address)

Ft Wayne, In 46818

ATTEST:

[Signature]
(Surety) Secretary
Jerry C. Waak

[SEAL]

Terrisa J. Ruprecht
Witness as to Surety

6314 Midfield Drive
(Address)

Fort Wayne, Indiana 46815

BERCOT, INC.

(Principal)

BY: [Signature] [S]

6015 Huguenard Road
(Address)

Fort Wayne, Indiana 46818

THE WESTERN CASUALTY AND SURETY COMPANY
Surety

By [Signature]
Attorney-in-Fact
H. Stanley Huff, Jr.
4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

BERCOT, INC.

(Name of Contractor)

6015 Huguenard Road, Fort Wayne, Indiana 46818

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and THE WESTERN CASUALTY AND SURETY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of One Hundred Thirty Five Thousand Seven Hundred Thirty Eight and 96/100ths Dollars (\$135,738.96---) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19th day of October, 1983, for the construction of:

Cook Road Industrial Park - ITT Aerospace Sanitary and Storm Sewer
Resolution No. 392-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11110, Sheets 1-6 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three counterparts, (number) each one of which shall be deemed an original, this 19th day of October, 1983.

ATTEST:

[Signature]
(Principal) Secretary - TECHSUEOR

[SEAL]

Louis E. Colone
Witness as to Principal

6015 Huguenard Rd
(Address)

Fort Wayne, In 46818

ATTEST:

[Signature]
(Surety) Secretary
Jerry E. Waak
[SEAL]

Jennifer J. Luprecht
Witness as to Surety

6314 Midfield Drive
(Address)
Fort Wayne, Indiana 46815

BERCOT, INC.

Principal

[Signature]

By [Signature] [S]

6015 Huguenard Road
(Address)

Fort Wayne, Indiana 46818

THE WESTERN CASUALTY AND SURETY COMPANY

Surety

By [Signature]
Attorney-in-Fact
H. Stanley Huff, Jr.

4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-11-48

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Works and Bercot, Inc., for Contract 392-83,
Cook Rd. Industrial Park - ITT Aerospace Sanitary and Storm Sewer

10/4/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

D Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

*Enclosed
12-13-83*

0710 Admn. Appr.

TITLE OF ORDINANCE Contract 392-83 - Cook Rd. Industrial Pk. - ITT Aerospace

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS San. & Storm Sewer
83-11-48

SYNOPSIS OF ORDINANCE This is for a sanitary and storm sewer to service the
Industrial and Research Center. Bercot, Inc., Contractor.

PRIOR APPROVAL RECEIVED 10/4/83



EFFECT OF PASSAGE Improved sanitary conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$135,738.96

ASSIGNED TO COMMITTEE _____